

Contract no. 1243

1991-1992

POLICE CONTRACT

An agreement between:

Borough Council of Audubon Park

and

Officers of Audubon Park Police Department

with

PBA Local #257

INDEX

Article 1Legal ReferencePage 2
Article 2RecognitionPage 3
Article 3Policeman's RightsPage 4
Article 4Dues Check OffPage 6
Article 5Agency ShopPage 8
Article 6Grievance Adjustment ProcedurePage 10
Article 7Retention of BenefitsPage 13
Article 8DefinitionsPage 14
Article 9Joint Police/Management Committee	...Page 15
Article 10Hours of WorkPage 16
Article 11CompensationPage 17
Article 12VacationsPage 19
Article 13Leave of Absence/Sick leave/Other	...Page 21
Article 14Other benefitsPage 24
Article 15Reimbursement of ExpensesPage 26
Article 16Hospitalization and InsurancePage 27
Article 17Fully Bargained AgreementPage 28
Article 18DurationPage 29

ARTICLE 1

LEGAL REFERENCE

- (A) Nothing contained in this agreement shall alter the authority conferred by Title 40A N.J.S.A. This agreement shall be construed as requiring Borough Officials to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.
- (B) Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.
- (C) If any provisions of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law; then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- (D) The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws, except as such particular provisions of this contract modify existing Local Laws.

ARTICLE 2

RECOGNITION

- (A) The Borough hereby recognizes the P.B.A. and Departmental Representative as the sole and exclusive representative of all members of the Police Department, for the purpose of collective negotiations with respect to terms and conditions of employment.

- (B) The Borough further recognizes that the Departmental Representatives are to act as a liaison between the Police Department and the Borough in all matters pertaining to hours of work, wages and working conditions.

- (C) The Borough agrees to provide facilities for Police Department meetings whenever such facilities are available and will further allow working personnel to attend such meetings so long as it does not jeopardize the functioning of the department.

ARTICLE 3

POLICEMAN'S RIGHTS

- (A) Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every policeman shall have the right freely to organize, join and support the P.B.A. and it's affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and the United states; that it shall not discriminate against any policeman with respect to hours of work, wage or any terms or conditions of employment by reason of his membership in the P.B.A. and it's affiliates, his participation in any activities of the P.B.A. and it's affiliates, collective negotiations with the Borough or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- (B) A police officer shall have the right to inspect his personnel file at reasonable times provided a designated superior officer is present at the time of inspection.

(C) The Chief of Police agrees to notify the Representative and the individual police officer if any material derogatory to the police officer is placed in his personnel file within five (5) days of such placement.

ARTICLE 4

DUES CHECK OFF

- (A) Effective January 1, 1992, the Borough agrees to deduct from the salaries of its employees, subject to this agreement, dues for the P.B.A. Such deductions shall be made in compliance with N.J.S.A. (RS) 52:14-15.9e, as amended.
- (B) A check-off shall commence for each new employee who signs a properly dated authorization card supplied by the P.B.A. and verified by the Treasurer of the P.B.A., during the month following the filing of such card with the Borough.
- (C) The aggregate deductions from all the employees shall be remitted to the Treasurer of the P.B.A. together with a list of names of all employees for whom the deductions were made by the Fifteenth (15th) day of the succeeding month after such deductions were made.
- (D) If, during the life of this Agreement, there shall be a change in the rate of membership dues, the P.B.A. shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from it's members showing the authorized deduction for each employee or an official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. or Local Representative, advising of such change or deduction.

- (E) The P.B.A. will provide the necessary "check-off authorization" form and the P.B.A. will secure the signatures of it's members on the forms and deliver the signed forms to the Borough Clerk.
- (F) Any such individual written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Clerk. The filing of notice of withdrawal shall be effective to terminate deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- (G) The P.B.A. shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough or in reliance upon information furnished by the P.B.A. or official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. or Local Representative.

ARTICLE 5

AGENCY SHOP

- (A) The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the P.B.A. and transmit the fee to the majority representative.
- (B) The deduction shall commence for each employee who elects not to become a member of the P.B.A. during the month following written notice from the P.B.A. of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- (C) The fair share fee for services rendered by the P.B.A. shall be in an amount equal to the regular membership dues, initiation fees and assessments of the P.B.A., less the costs of benefits financed through the dues and available only to members of the P.B.A., but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
- (D) The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the P.B.A. to engage in lobbying activity designated to foster it's policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

- (E) Prior to January 1st and July 1st of each year, the P.B.A. shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Borough and all employees within the unit, the information necessary to compute the fair share fee for the services enumerated above.
- (F) The P.B.A. shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the P.B.A. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.
- (G) The P.B.A. shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of actions taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the P.B.A. to the Borough, or upon the official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A., advising of such changed deduction.

ARTICLE 6

GRIEVANCE ADJUSTMENT PROCEDURE

Section 1 - Procedure

The procedure for adjusting grievances shall provide the officer with full opportunity for presentation of his grievance and for the participation of the Representative and the P.B.A. Should a dispute arise between the Borough, the Department and the P.B.A. Representatives or any member officer as to the meaning, application or operation of any provision of this Agreement, such dispute or difference shall be presented by any one of the parties within no more than ten (10) days from the time the same arose and settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived in part or entirety, shall be as follows:

Step 1 The appropriate representative, the aggrieved party and the Director of the Department or his representative may reach a settlement of the dispute. If they fail to reach an agreement within five (5) days, the aggrieved party shall furnish a written statement of the grievance to the Director for automatic referral to Step 2.

Step 2 A member or members of the negotiating committee designated by the P.B.A. and the Director of Public Safety shall attempt to settle the dispute within five (5) days or the dispute will automatically be referred to step 3.

Step 3 A member or members of the negotiating committee designated by the P.B.A., Director of Public Safety and the Mayor shall attempt to settle the dispute within five (5) days or the dispute will automatically be referred to step 4.

Step 4 A member or members of the negotiating committee designated by the P.B.A., the Director of Public Safety, the Mayor and a referee assigned by the Public Employee's Relations Commission shall decide the dispute and their decision shall be final and binding.

Section 2 - Compensation/expense for Impartial Hearing

(A) The reasonable compensation and expenses, if any, of a referee shall be borne equally by the Borough and the P.B.A. and the compensation and expenses of each designee of a party shall be borne by the designated party incurring such expenses.

(B) In the event the P.B.A. requires the attendance of a witness or witnesses at said hearing, the Borough agrees to release the witnesses as requested without penalty to such witness if he is an employee of the Borough.

Section 3 - Computation of Time, Changes and Conditions

- (A) Whenever any act is required under this article to be done or performed within a specific period of time, Saturdays, Sundays and Holidays shall be excluded in the computation of such period.

- (B) Nothing in the procedures set forth in this article shall be deemed to abrogate, modify or otherwise change any other part of this agreement without the mutual consent of the parties hereto in writing.

- (C) The provisions of this agreement requiring payment of any sum of money are subject to the approval by the Municipal Council by Ordinance. This Agreement is also subject to the provisions of any State Law and Regulations which shall prevail, however, only if they are inconsistent with this Agreement and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE 7

RETENTION OF BENEFITS

The Borough agrees that all benefits, terms and conditions of employment relating to the status of members of the Audubon Park Police Department covered by this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this Agreement.

ARTICLE 8

DEFINITIONS

- (A) **Full Time Employees** are all regular full time police patrolmen, sergeants and officers employed by the Borough in the police department who shall be subject to 24 hours duty per day, which duty includes Sunday and Holidays
- (B) **Appropriate Unit** is defined only as full time employees of the police department.
- (C) **Departmental representative** of it's employees in said unit is the officer elected by a majority of the patrolmen to represent them in all matters pertaining to hours of work, wages and working conditions.
- (D) **Members of the family** are defined as the officer's father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, foster child and relatives of the officer residing in his household. The officer shall furnish proof of same satisfactory to the Director.
- (E) **Benefits.** All benefits start in full January 1st of each year.
- (F) **School** is defined as any institution under the control and supervision of or approved and licensed by the New Jersey State Department of Higher Education or the New Jersey Department of Education.
- (G) **Established annual salary** shall be base salary.

ARTICLE 9

JOINT POLICE DEPARTMENT - MANAGEMENT COMMITTEE

A committee consisting of representatives of the Borough and the Police Department shall be established for the purpose of reviewing and administration of this Agreement and to resolve problems that may arise. Said Committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiations meetings.

The purpose and intent of such meetings is to foster good employment relations through communications between the Borough and the Police Department on such matters as:

- (A) Discussing questions arising over the interpretation and application of this agreement.
- (B) Disseminating general information of interest to the parties.
- (C) Giving the Representative the opportunity to express his views or to make suggestions on subjects of interest to employees of the bargaining unit.

ARTICLE 10

HOURS OF WORK

- (A) **Tours of Duty** Officers shall work five (5) days in eight (8) hour per day tours for forty (40) hours during any payroll week. The payroll week will be a continuous period of time extending from 12:01 AM on Monday through Midnight the following Sunday.
- (B) **Work Schedule** Officers shall work in accordance with schedules posted on a monthly basis by the Chief of the Department.
- (C) **Change of Shift** No officer shall be required to report for a tour of duty with less than eight (8) consecutive hours off between such tours of duty unless an emergency is declared. In such cases no time limit off between tours of duty will be applicable. If an officer is required to report to duty with less than eight (8) consecutive hours off between such tours of duty, the applicable rate will be at time and one half for all hours performed during that duty.
- (D) **Overtime** The Borough agrees that time and one half pay shall be paid for all work performed in excess of eight (8) hours in a day or forty (40) hours in a week.

ARTICLE 11

COMPENSATION

Section 1 Salary

The Borough will pay each officer at the end of each one (1) week period, each salary check to represent 1/52 of the officer's established annual salary. Each pay stub will show the number of hours that the officer is being paid for. Payment for vacation periods shall be made on the established pay day of the week prior to the officer starting his vacation, if the officer desires it.

Section 2 Base Salary

For the purpose of this Agreement, Base salary shall be the highest salary that an officer is duly and properly authorized to receive at the beginning of each calendar year. Salaries for the officers shall be paid in accordance with the amount stated. All salaries will be based on the anniversary date of hire plus one (1) day.

For 1991

Patrolman 1st year	\$17,000.00	= 19% DROP
Patrolman 2nd year	\$24,272.09	= 6% Raise
Patrolman 3rd year	\$26,757.55	= 6% Raise
Sergeant	\$29,830.09	= 6% Raise

For 1992

Patrolman 1st year	\$18,020.00	= 6% Raise
Patrolman 2nd year	\$25,728.42	= 6% Raise
Patrolman 3rd year	\$28,363.00	= 6% Raise
Sergeant	\$31,619.90	= 6% Raise

Section 3 Call In Pay

Any officer having completed any tour of duty and is dismissed at the end thereof, and who is recalled back to duty, shall receive a minimum of two and one half (2.5) hours pay at time and one half of his normal rate, even though working less than two and one half (2.5) hours. For funerals, officers will not receive overtime pay.

ARTICLE 12

VACATIONS

(A) **Earned Vacations** Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided.

(B) **Number of Days** The vacation schedule shall be as follows:

For the first year of employment there will be no vacation day award.

Upon completion of the first (1st) year of employment, Five (5) working days or one (1) week vacation.

Upon completion of the second (2nd) year of employment through the sixth (6th) year of employment, Ten (10) working days or two (2) weeks vacation.

Upon completion of the sixth (6th) year of employment through the eleventh (11th) year of employment, Fifteen (15) working days or three (3) weeks vacation.

Upon completion of the eleventh (11th) year of employment through the nineteenth (19th) year of employment, Twenty (20) working days or four (4) weeks vacation.

Upon completion of the nineteenth (19th) year of employment and every year thereafter, Twenty-five (25) working days or five (5) weeks vacation.

(C) Pay during Vacations All vacations shall be granted at annual salary rates. If a regular pay day falls in a vacation period, one (1) weeks notice should be given in advance in order to receive pay on the last working day prior to vacation.

(D) Vacation scheduling The Chief of Police shall allot vacation periods in order to assure orderly operation and adequate continuous service but will grant vacation so far as possible in accordance with the desires of the officers in order of their seniority in time.

ARTICLE 13

LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

Section 1 Leave of Absence

(A) **Military Leave** Where an officer is a member of the National Guard, Air National Guard or a Reserve unit of any of the Armed Forces of the United States of America and is required to engage in field training, he shall be granted a military leave of absence and it shall not affect his vacation time.

(B) When an officer has been called to active duty or inducted into the military, air or naval forces of the United States of America, he shall be granted an indefinite leave of absence without pay and his seniority shall continue for the duration of such military service. Such officer must be reinstated without loss of privileges or seniority, provided he receives an honorable discharge and he reports for duty with the Borough within ninety (90) days following his honorable discharge from military service.

- (C) **Leave without pay** The governing body, on the written request of an officer and after reasonable notice, may grant a ninety (90) day leave of absence without pay to said officer. Said leave may only be granted by the Director when he receives a written request signed by the officer. The Director may extend such leave for an additional one or two 90 day periods upon approval of the governing body. If, however, the said officer over stays such leave, his employment with the Borough shall be deemed to have been terminated. (With valid reason and not to obtain other employment).

Section 2 - Sick Leave

Employees who are temporarily unable to work by reason of injury or illness shall nevertheless be entitled to receive compensation to the following extent during the period of their disability:

- (A) Each officer shall receive thirteen (13) paid working days to be used as sick leave per year. New hires shall receive twelve (12) paid working days their first year of employment. Such unused sick leave shall accumulate to the officer's credit but not to exceed 150 days. A doctor's certificate from the attending physician will be required after three (3) continuous days of absence which will evidence the employee's incapacity for duty during the period of the allowance. All unused sick leave may be used for early retirement.

- (B) If an injury is suffered by an employee which is determined to be compensatable under Workmen's Compensation Laws of the State of New Jersey, the Borough shall pay the difference between the employee's normal full pay and the workmen's compensation benefits received for a period of three (3) months. In such cases, no charge shall be made against sick leave allowance.

Section 3 - Other Leave

- (A) **Personal Leave** Each officer shall receive fifteen (15) paid working days in 1991 and fifteen (15) paid working days in 1992 to be used for his personal business. These days will be credited to him on January 1st of each year. If, however, any employee leaves the Borough employment during the course of the year, he shall only be entitled to to be paid for Personal Days earned at the rate of one and one quarter (1 $\frac{1}{4}$) days per month for each month of service that he worked in that year. The Borough will hold five (5) working day's salary to be updated yearly.
- (B) **Leave Because of Death** In the case of a death of a member of an officer's family, time off necessary to arrange for the funeral and to attend the service up to a maximum of four (4) days off with pay at the established annual salary shall be granted to him if he actually attends the funeral services during the time that he would be required to be on his normal tour of duty. Also, he would receive one (1) day off with pay for the death of an aunt, uncle, nephew, niece, brother-in-law or sister-in-law.

ARTICLE 14

OTHER BENEFITS

Section 1 - Legal expenses

- (A) If an officer is charged with a violation of the law as a result of acts committed by him in the course of performing his duties, the Borough shall select an attorney to provide legal services to defend him, which attorney shall be reasonably satisfactory to the officer. Final decision is left up to the governing body.

Section 2 - Clothing

- (A) The clothing allowance of \$600.00 for 1991 and \$600.00 for 1992 shall be taken by voucher.
- (B) If any officer has any part of his uniform destroyed in the line of duty, the Borough shall replace it at the discretion of the Director of Public Safety.
- (C) Each new officer shall receive hardware items such as handguns, holsters, belts, handcuffs and cases, nightsticks, safety helmets, badges and mace. Said equipment shall be purchased and supplied by the Borough and replaced if necessary, in addition to the annual allowance for each officer.

Section 3 - Schooling

- (A) **Police Academy and Police Technical Schools**
Any officer attending a police academy or any other police training academy recognized by the New Jersey Police Training Commission shall be compensated straight time to complete the course. Course must be approved by Borough Council.
- (B) **Non-Police Academy Schools** Any officer who attends school for the purpose of obtaining police education or any degree in Police Science or Police Administration, shall be reimbursed the cost of his books and tuition upon the successful completion of each semester. This is done only after state and federal monies have been applied for and turned down. Any officer who attends such school shall be assigned a duty tour which will enable him to attend classes regularly without interruption, as long as it does not interfere with scheduling.
- (C) An officer shall be paid for meals and transportation, if not provided, while attending a police academy or any other school or institution that he is ordered or authorized to attend. In such case, the foregoing rates shall apply and be granted at the direction of the Borough Council.

ARTICLE 15

REIMBURSEMENT FOR EXPENSES

(A) Rates

1. Meals shall be paid for by the Borough at the rate of \$4.00 for breakfast, \$5.50 for lunch and \$8.00 for dinner, when approved by the Director in conjunction with a short term assignment. This fee will be paid monthly on a long term assignment.
2. Each officer shall receive \$.25 per mile if the Director determines such transportation is necessary and does not provide the transportation. Such mileage shall be computed from the Borough Police Headquarters and returning to same.

(B) Terms and Conditions

Meals and mileage expenses shall be paid to an off-duty officer while attending court out of the Borough in conjunction with a matter arising out of his Borough's employment or while on any official assignment for the Department when an official car is not provided and where it is not practical for the officer to eat at home.

ARTICLE 16

HOSPITALIZATION AND INSURANCE

Section 1 - Hospitalization

Each officer, his spouse and dependents shall receive Blue Cross and Blue Shield, Major medical coverage and influenza inoculations fully paid for by the Borough.

Section 2 - Insurance

The Borough shall furnish Disability insurance to all full time employees of the Police Department in case such employee is temporarily unable to work by reasons of injury or illness.

ARTICLE 17

FULLY BARGAINED AGREEMENT

- (A) This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.
- (B) During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered under this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 18

DURATION

This Agreement shall be in full force and effect as of January 1, 1991, and shall remain in effect to and including December 31, 1992, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) days, nor no later than one hundred and twenty (120) days prior to the expiration of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals at Audubon Park, New Jersey on this 14 day of October, 1991.

FOR THE BOROUGH

FOR THE P.B.A.

William Cullen Mayor

Edward G. Guff

Anthony Leone

Robert M. King

Michael J. Smyth